
TELECOMMUNICATIONS SERVICES TARIFF

TITLE SHEET

ORIGINAL

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by WEBNET COMMUNICATIONS, INC. , with principal offices at 3428 Prospect Avenue, N.W., Washington, D.C., 20007. This tariff applies to services furnished within Arizona. This tariff is on file with the Arizona Public Utilities Commission, where copies may be inspected during normal business hours.

Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

The name, address and telephone numbers for the officer of WebNet Communications, Inc. who is responsible for providing information with respect to the operating procedures of the Company is as follows:

Patrick Allen
Secretary
WebNet Communications, Inc.
3428 Prospect Avenue, N.W.
Washington, DC 20007

ISSUED: October 17, 2000

EFFECTIVE: November 17, 2000

By: M. Howard Lewis, President
WEBNET COMMUNICATIONS, INC.
3428 Prospect Avenue, N.W.
Washington, D.C. 20007

APPROVED FOR FILING DECISION #: <u>62854</u>

TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

ORIGINAL

Pages 1 through 20 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

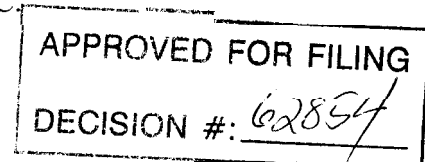
<u>PAGE</u>	<u>REVISION</u>
1	Original
2	First Revised*
3	First Revised*
4	Original
5	Original
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11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	First Revised*
19	First Revised*
20	First Revised*
21	Original*
22	Original*
23	Original*

* Denotes pages included with this filing.

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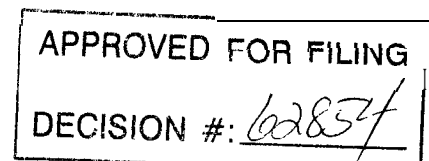
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TELECOMMUNICATIONS SERVICES TARIFF

SYMBOLS

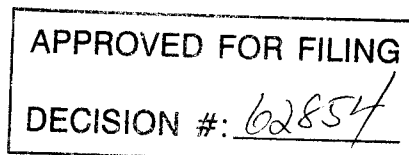
The following are the only symbols used for the purpose indicated below:

- (D) - Discontinued rate or regulation
- (I) - Increase in rate
- (M) - Moved to/from another tariff location
- (N) - New rate or regulation
- (R) - Reduction in rate
- (T) - Change in text only

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the A.C.C. For example, 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the A.C.C. follows in its tariff approval process, the most current page number on file with the A.C.C. is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering, Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(l).

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TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT (Cont'd)

- D. Check Sheets - When a tariff filing is made with the A.C.C., an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the A.C.C.

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SECTION 1 . TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A telephone line provided by local exchange carriers which connects a telephone or other communications device at a customer's location to WebNet Communications, Inc.'s underlying carrier's telecommunications network switching center(s).

Authorization or Account Code - A numerical code of four to eleven digits, one or more of which codes are available to a customer to enable the customer to lawfully connect its communication devices for the purpose of accessing the telecommunications network of WebNet Communications, Inc., and which thereby are used to prevent unauthorized network access and to identify the customer and its calling volumes for billing purposes.

Carrier or Company - WebNet Communications, Inc.

Customer - The person, firm, corporation, end user or other entity which orders or uses services and is responsible for the payment of charges.

A.C.C. - Arizona Public Utilities Commission.

Rate Center - The Points of Presence (POPs) or first point of interconnection of local exchange facilities providing access to the long distance network of the Company's Underlying Carrier and the point from which a customer's traffic is rated and billed.

Service Agreement - Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.

Underlying Carrier - The authorized telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Arizona.

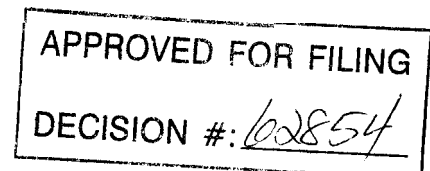
Holidays - New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

WebNet - WebNet Communications, Inc.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Company**

Company undertakes to provide only those designated services as are furnished under the terms and subject to the conditions and Customer payment of the applicable rates of this tariff for communications originating and terminating within Arizona.

The Company's services are available to its customers twenty- four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the facilities of Company's Underlying Carrier and the provisions of this tariff.

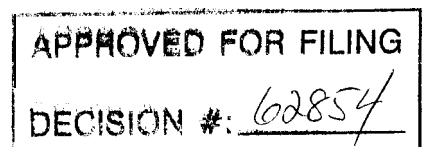
2.2.2 Company reserves the right to discontinue furnishing service, or to limit the use of service necessitated by conditions beyond its control, including without limitation, for customer non-payment of charges; or when Customer's use of a service becomes or is in violation of the law or of the provisions of this tariff.

2.2.3 The services provided under this tariff are subject to the direct and exclusive control of Company. No one may alter or affect the services nor transfer or assign its use of the services without the express written consent of Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer, or assignment would result in an interruption of the services or a change in Customer's location to which the services are to be provided.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.2 Limitations (Cont'd)**

2.2.4 In the event prior written permission from Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 Liabilities of the Company

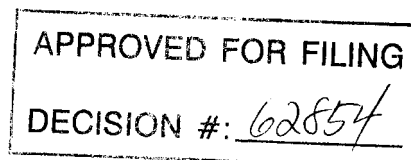
2.3.1 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of Customer's communications traffic by the Underlying Carrier. Company's liability for such damages occurring in the course of furnishing the Company's services but not caused by its gross negligence or willful misconduct or that of its employees or agents in no event shall exceed an amount equivalent to the proportionate charge to Customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its services occur.

2.3.2 Acceptance of the provisions of Section 2.3.1 by the Commission does not constitute its determination that the limitation of liability imposed by Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.3 Liabilities of the Company (Cont'd)**

2.3.3 Company shall be indemnified and held harmless by Customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a Customer's communications traffic;
- (B) Claims for patent infringement arising from a Customer's use of its equipment, facilities, or systems with the Company's services; and
- (C) All other claims arising out of any act or omission of Customer in connection with any service provided by Company.

2.4 Interruption of Service

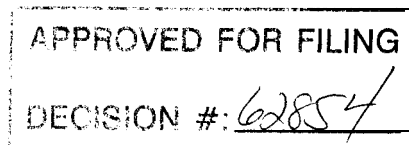
2.4.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, to negligence of Customer, or to the failure of channels or equipment provided by Customer. It shall be the obligation of Customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by Customer in connection with the Company's Services.

2.4.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

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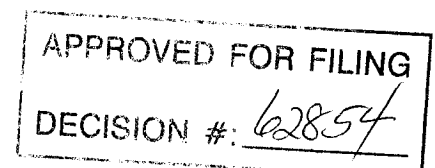
SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.4 Interruption of Service (Cont'd)**

- 2.4.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish Customer's service.
- 2.4.4 No credit shall be allowed:
- (A) For failure of services or facilities of Customer; or
 - (B) For failure of services or equipment caused by the negligence or wilful acts of Customer.
- 2.4.5 Credit for an interruption shall commence after Customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
- 2.4.6 Before Customer notifies Company of an interruption, Customer shall make reasonable attempts to ascertain that Customer, a third party or its or their actions and/or equipment is/are not the cause thereof.
- 2.4.7 Credits are applicable only to that portion of service interrupted.
- 2.4.8 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.4.9 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.4 Interruption of service (Cont'd)**

2.4.10 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.5 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in the Rules and Regulations of the Arizona Public Utilities Commission.

2.6 Deposits

Company does not require a deposit from its customers.

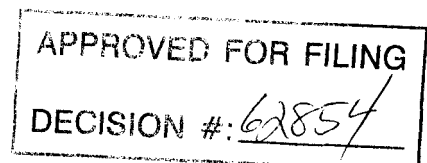
2.7 Advance Payments

Company does not collect advance payments.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.8 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax and so forth) are listed as separate line items and are not included in the Company's scheduled rates.

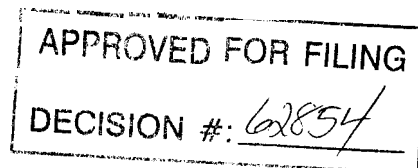
2.9 Collections

- 2.9.1 In the event Company incurs fees or expenses, including attorney's fees, to collect, or to attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges.
- 2.9.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by the Company. Customer's duty to pay can only be delayed or deferred by the initiation of a billing dispute by the customer.
- 2.9.3 Customer agrees that all actions, suits, or proceedings to recover charges due under this tariff shall be prosecuted in the Eastern District of Virginia. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum on conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.10 Employee Concessions**

There are no employee concessions.

2.11 Specific Services

The Company does not currently offer any services for which conditions of eligibility apply.

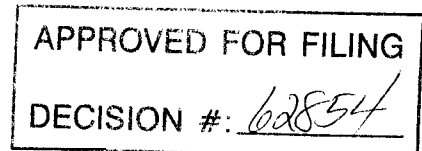
2.12 Billing

Company uses an outside billing company to bill its customers.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1 Usage Based Services**

- 3.1.1 Long distance usage charges are based on the actual usage of Company's network. Timing for all calls begins when the called party answers the call (i.e., when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.1.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.1.3 The minimum call duration for billing purposes varies by service offering.
- 3.1.4 Unless otherwise specified in this tariff, calls are billed in increments, with usage measured and rounded to the next higher call duration increment.
- 3.1.5 There are no billing charges applied for incomplete calls.
- 3.1.6 There are no billing charges applied for incomplete calls.

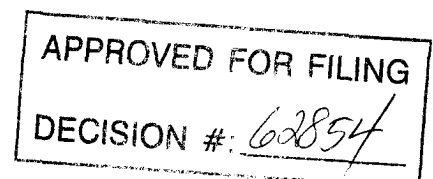
3.2 Outbound Interexchange Service

The Company's service is provided for the use by presubscribed Customers or Authorized Users. Calls are routed over the Company's resold transmission and switching facilities to any valid NPA-NXX in the state of Arizona.

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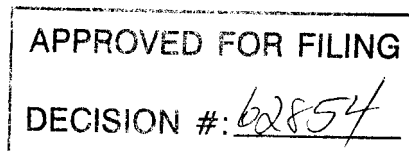
SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

- 3.3 Carrier offers a calling card, which allows Customer to gain access to its long distance service from anywhere in Arizona via a toll-free access number with service billed back to the Customer's account. Calling Card service allows customers to originate outbound, direct dial long distance calls.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.4 Directory Assistance

Company provides standard Directory Assistance.

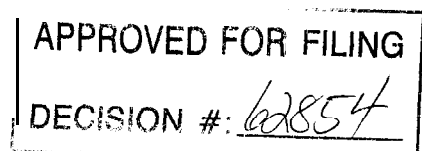
3.5 Services Not Available

Carrier does not offer 900, 911, collect, or third-party billed calling.

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SECTION 4 - RATES4.1 Description of Rates

Services are available to subscribers under the following rate plans. Calls in each rate plan are billed in increments with minimum billing increments as specified. No charge is made for an uncomplete call.

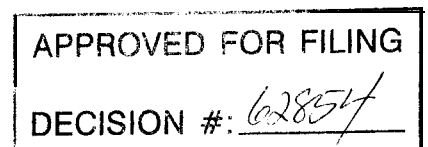
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SECTION 4 - RATES (Cont'd)

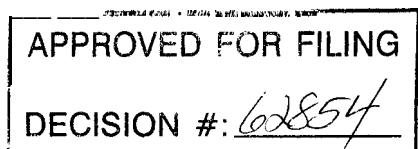
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SECTION 4 - RATES (Cont'd)

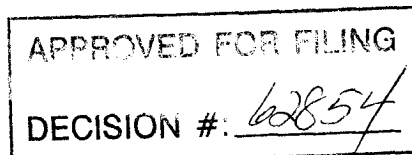
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All Material Appearing on This Sheet is New

SECTION 4 - RATES (Cont'd)4.2 Basic Plan4.2.1 1+ Outbound - Basic Plan

Switched 1+ Outbound Service is billed in one minute increments with a minimum billing increment of two minutes at the following flat rate:

Per Minute or Fraction Thereof: \$0.14/minute 24 hours per day, every day
Maximum Rate: \$0.30/minute 24 hours per day, every day

4.2.2 Calling Card Service - Basic Plan

Calling Card Service is billed in one minute increments with a minimum billing increment of one and one-half minutes at the following flat rate:

Per Minute or Fraction Thereof: \$0.24/minute 24 hours per day, every day
Maximum Rate: \$0.30/minute 24 hours per day, every day

4.3 Save Plan4.3.1 1+ Outbound - Save Plan

Switched 1+ Outbound Service is billed in one minute increments with a minimum billing increment of two minutes at the following flat rate:

Per Minute or Fraction Thereof: \$0.07/minute 24 hours per day, every day, plus a
\$3 .00 monthly charge
Maximum Rate: \$0.27/minute 24 hours per day, every day, plus a
\$3 .00 monthly charge

4.3.2 Calling Card Service - Save Plan

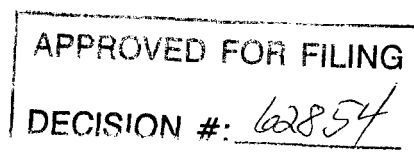
Calling Card Service is billed in one minute increments with a minimum billing increment of one and a half minutes at the following flat rate:

Per Minute or Fraction Thereof: \$0.24/minute 24 hours per day, every day
Maximum Rate: \$0.30/minute 24 hours per day, every day

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TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 4 - RATES (Cont'd)

4.4 Miscellaneous Charges

4.4.1 Monthly Service Fee

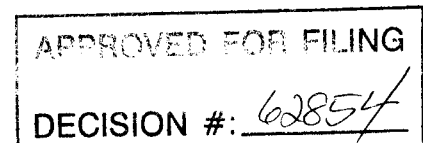
\$4.95 *

* Applies to Basic Rate Plan customers billing less than \$10.00 in long distance calling per month.

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SECTION 5 - PROMOTIONS**5.1 7th Invoice Incentive Credit**

Where a Customer qualifies as a new customer or Company deems it necessary to save or winback a Customer (i.e., retain an existing Customer or winback a prior Customer who has already switched its services to another carrier), and the Customer meets the eligibility requirements set forth in paragraph C below, Customer will receive a credit of \$75.00 plus 100 minutes of free calling card usage on its 7th invoice, as provided following:

- 5.1.1 For the purposes of calculating the qualifying time period set forth in paragraph B below, the qualifying date shall be the date coverage is initiated for a new customer or the save/winback date for customers qualifying as either a "save" or "winback."
- 5.1.2 Where a qualifying customer completes six (6) months of consecutive, uninterrupted service, as of the Customer's qualifying date, a credit of \$75.00 plus 100 minutes of free calling card usage shall be applied to Customer's 7th invoice.
- 5.1.3 To be eligible for the 7th Invoice Credit, each Customer must:
- (A) have initiated service under a Basic Flat Rate Plan or Save Rate Plan offered under this tariff;
 - (B) have current usage that exceeds the established minimum monthly usage level for the applicable rate plan;
 - (C) have no record of nonpayment in any of the preceding six (6) months of service;
 - (D) have received consecutive and uninterrupted invoices over the preceding six (6) month period;
 - (E) have selected the 7th Invoice Credit prior to the first day in the period of service covered by the Customer's 7th invoice; and
 - (F) pay all charges rendered in Customer's 7th invoice in excess of the amount of credit and free calling card usage set forth in paragraph B, preceding.

ISSUED: October 17, 2000

EFFECTIVE: November 17, 2000

By: M. Howard Lewis, President
WEBNET COMMUNICATIONS, INC.
3428 Prospect Avenue, N.W.
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